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Bangalore Electricity Supply Company Limited

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VOLUME-I

SECTION-II

INSTRUCTION TO BIDDERS

A. INTRODUCTION

The Chief General Manager (Electy.,), Procurement, BESCOM Corporate Office, 2nd Floor, K.R. Circle, Bengaluru-560001 on behalf of Bangalore Electricity Supply Company Ltd, invites tender for Supply of 16T GVW, BS-VI, 24ft Long Customised Body 6 Wheel TRUCKs as per Tender Specification through KPP Portal.

1. Enquiry No.	**BESCOM/2024-25/IND0092**
2. Tender processing fee	Refer KPP Portal www.kppp.karnataka.gov.in
3. Earnest Money Deposit	**Rs.18,81,000/-**
4. Date of availability of Bids	**21.11.2024 17:00 Hrs onwards**
5. Due date for submission of Bids	**20.12.2024, 17:00 Hrs onwards.**
6. Tender System	Two Tender Document System
7. a) Date of opening of Techno commercial bid b) Date of opening of Price Bid	a) **21.12.2024, 17.15 Hrs.** b) Will be opened in KPP portal after completion of techno commercial evaluation.
8. Material	**16T GVW, BS-VI, 24ft Long Customised Body 6 Wheel TRUCKs as per Tender Specification.**
9. Quantity	**56 Nos.**
10. Amount put to tender	**Rs.1881.04 Lakhs**

11. Schedule of requirements	**The requirement is intimated in the Schedule of requirements and the successful Bidder shall adhere to the schedule of requirements.**
12. General Terms and Conditions	Enclosed herewith
14. Technical Specifications	Enclosed herewith
15. Price Bid	The Bidder shall furnish Unit computed FORD price on the KPP portal in the option of ''item wise bid commercial offer'' and also furnish the break up of prices in "Edit Break up of price quoted" option. The break up of prices should contain tax structure as applicable like CGST, SGST/IGST and F&I on KPP portal.

1.0 Scope of the contract:

The Scope of the contract will include the following:

a) Complete Design, Manufacture, Testing and **Supply of 16T GVW, BS-VI, 24ft Long Customised Body 6 Wheel TRUCKs.**
b) Conducting tests on the **New Trucks** at Manufacturers premises.
c) Packing, preservation, transportation from the Manufacturer premises to the consignee stores.
d) Providing Complete Training of the usage of the **New Trucks** as and when required at the Divisions/Sub-Divisions/O&M Units should be carried out by the successful Bidder.
e) Delivery of New Trucks at Consignee Stores.
f) Registration of the vehicle at the respective RTO Office in BESCOM area.

2.0 Issue of Tender documents.

Bidders can download the tender documents from KPP Portal (www.kppp.karnataka.gov.in) from **21.11.2024, 17:00 Hrs onwards.**

Submission of tender documents.

All the Tender Documents shall be uploaded through KPP Portal on or before **20.12.2024, 17.00 Hrs**

Pre Bid Meeting:

The interested Bidders may obtain further information from the office of the Chief General Manager (Electy.,), Procurement, 2nd floor, 2nd Block, Corporate Office, BESCOM, K.R. Circle, Bengaluru - 560 001. Issues on which clarifications are sought by the Prospective Bidders shall be submitted in writing to the Chief General Manager (Electy.,), Procurement, 2nd Floor, 2nd Block, Corporate Office, BESCOM, K.R. Circle, Bengaluru - 560 001 on or before the **03.12.2024, 11:00 AM**.

Letters seeking clarifications received subsequent to THE ABOVE date will not be entertained. Interested Bidders may also submit online queries through the KPP Portal ON OR BEFORE **03.12.2024, 11:00 AM**.

The Pre bid meeting is convened on **03.12.2024 @ 11.30 AM** at the office of Chief General Manager (Electy.,), Procurement, 2nd Floor, 2nd Block, Corporate Office, BESCOM, K.R. Circle, Bengaluru - 560 001. Aspirant Bidders may attend the meeting for any clarification**.**

Opening of Technical bid:

The Technical bids will be opened on **21.12.2024, 17:15 Hrs** in the KPP Portal. Price bids of Techno Commercially responsive firms will be opened after completion of Techno Commercial evaluation.

3.0 General Conditions:

a. Notwithstanding the above, if it is found that the performance vis-à-vis the Purchase Orders placed on the Bidder by any Purchaser, is either behind schedule or not satisfactory, **BESCOM** will be at liberty to disqualify the Bidder and reject its bid at any stage of processing the bid.

b. In the event of the information furnished by the Bidder found to be false at any stage of tendering, BESCOM at its discretion may take action against such Bidders and may forfeit the bid security, disqualify the offer of such Bidder and blacklist the firm.

c. In the event of the information furnished by Bidder is found to be false during the execution stage, then the BESCOM at its liberty to cancel the Purchase Order other than forfeiting the Security Deposit against the Purchase Order and may blacklist the firm and recover the losses and levy liquidated damages.

d. The Bidders shall offer full quantity of the tendered material. Tenders with offered quantities less than the tendered quantity will be liable for rejection.

e. Quantities noted above are provisional and subject to change as per provisions of KTPP Act.

f. **BESCOM** reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of **BESCOM** consequently.

g. Conditional offers are liable for rejection.

h. BESCOM will not be responsible for not getting internet connection while downloading the Electronic Bid sheets/documents or while uploading their offers.

i. The tender not submitted through the KPP portal and also non-submission of EMD is liable to be rejected.

j. Any bid submitted in response to the tender shall confirm absolutely to the tender specifications and other conditions. Any deviation whatsoever wherever mentioned will make the bid liable for rejection.

k. **BESCOM** reserves the right to disqualify the bid if the deviation mentioned by the Bidder is not acceptable to **BESCOM.**

l. **BESCOM** reserves the right to call for the originals of documents uploaded as a proof of pre-qualifying requirements, of the successful L1 Bidder, for the purpose of verification before awarding the contract.

m. The Bidder shall have to be an entity registered in India in accordance with law.

n. The Bid in the language as prescribed by the BESCOM.

o. The Bidder shall follow Indian laws regulations and standards.

p. The Tender fee and the Bank Guarantee shall be in Indian Rupees only.

q. Tendering by the agent shall not be accepted.

r. <u>All disputes shall be settled as per applicable Indian laws and shall be instituted in Bengaluru only.</u>

4.0 QUALIFYING REQUIREMENTS AND DOCUMENTS TO BE UPLOADED:

Sl. No	Qualifying Requirements	Documents to be uploaded
I.	**Technical and General criteria:**	

Sl. No	Qualifying Requirements	Documents to be uploaded
1	The Bidder shall be a Manufacturer OR Authorized Dealer OR Authorized Distributor of TRUCKS and shall be in the same business field for the preceding minimum of five years in case of OEM and three years in case of Authorized Dealer OR Authorized Distributor. Note: One OEM should give authorization for any one of the Distributor or Dealer	If the Bidder is a manufacturer he shall upload valid documentary proof such as license issued by Commerce & Industries department or any other Government statutory Authority such as SSI OR NSIC certificate OR MOA. OR If the Bidder is an Authorized Dealer, he shall participate for only one make/brand, and shall upload: i. Dealership Certificate from the OEM.
1		ii. Authorization letter from the OEM assuring full guarantee and warranty obligations as per GCC. iii. Manufacturing license of Original Equipment Manufacturer. OR If the Bidder is an Authorized Distributor, he shall participate for only one make/brand, and shall upload: i. Authorization letter from the OEM assuring full guarantee and warranty obligations as per GCC. ii. Manufacturing license of Original Equipment Manufacturer. In the event, if both the OEM & authorized Distributor / Dealer participates in the tender, only the bids of OEM will be considered and bids of Authorized Distributor / Dealer will be rejected.

Sl. No	Qualifying Requirements	Documents to be uploaded
2	The Bidder should have obtained order and should have successfully supplied at least 80% of tendered quantity in case of OEM OR 30% in case of authorized dealer of similar TRUCKS to ESCOMs/ any other Government PSUs/Private Electrical utilities in the last 3 financial years i.e. during (2021-22, 2022-23 & 2023-24). (However it will be 40% for Micro and Small Enterprises in case if OEM and 20% in case of Authorized dealer in any one of the 2 preceding Years for Micro and Small Enterprises) - (KG-2)	Documentary evidence such as Purchase Order copies placed by the ESCOMs/ any other Government PSUs/ Private Electrical utilities placed on Bidder or its OEM along with Order Completion certificate issued by an officer not below the rank of Executive Engineer/DGM of the concerned ESCOMs/ any other Government PSUs/ Private Electrical utilities placed on Bidder or its OEM shall be uploaded.
3	The Bidder shall furnish Performance Certificate of TRUCKS not less than 80% in case of OEM and 30% in case of Authorized dealer of the Tendered Quantity in any one of the last 5 years for having satisfactory operation for atleast One year. (However it will be 40% for OEM and 20% for Authorized dealer for Micro and Small Enterprises) - (KG-2)	The Performance Certificate issued by an officer not below the rank of Executive Engineer/ DGM of the concerned ESCOMs/any other Government PSUs/ Private Electrical utilities placed on Bidder or its OEM shall be uploaded.
II	**Financial Criteria:**	
4.	The Average Annual Financial Turnover of the Bidder: **a)** Should not be less than the amount put to tender in the preceding three financial years i.e., (2021-22, 2022-23 & 2023-24). (However it will be 50% of the amount put to tender of the preceding 2 years i.e., 2022-23 & 2023-24 for Micro and Small Enterprises)- (**KG-2**)	Copies of the Audited Annual Accounts and Profit & loss account shall be uploaded. In case of (b) along with P&L statement additional document of scanned copy of Start-up Registration issued by Directorate of IT & BT.

Sl. No	Qualifying Requirements	Documents to be uploaded
	b) Should not be less than 50% of the amount put to tender in any one of the previous two Financial Years (i.e.,2022-23 & 2023-24) in respect of Start-ups.	
5	The Liquid Assets as on last date of previous month or at a later date before submission of the Bid, consisting of Cash at Bank + Term Deposits + availability of fund based credit facility in any Nationalized/scheduled Bank shall not be lesser than **25% of the amount put to tender**. - (**KG-2**)	The Cash at Bank along with the bank statements, term deposits & availability of fund based credit facility shall be supported by a certificate issued by any Nationalized/scheduled Bank with whom the bidder has banking facilities shall be uploaded.
		If the Tenderer has banking with more than one Bank, then the available liquid assets mentioned above on a particular date i.e., on last date of previous month or at a later date before submission of tender shall be the same date and time for all the banks. In case of Fund based credit facility, the certificate issued by the Nationalized/ Scheduled Bank duly mentioning sanctioned limits, funds utilized so far and balance available as on on last date of previous month or at a later date, before submission of the bid shall be uploaded.
III.	**General Criteria:**	
6	***Litigation History:*** The Bidder should provide detailed information on any litigation or	Scanned copy of Self-declaration on notarized stamp paper of Rs.500/- shall be uploaded.

Sl. No	Qualifying Requirements	Documents to be uploaded
	arbitration arising out of contracts completed or under execution by it over the preceding five years. A consistent history of awards involving litigation against the Bidder or any partner of Joint Venture may result in rejection of Bid.	
7	Even though the Bidders meet the above criteria, they are subject to be disqualified if they have: i) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or	Scanned copy of Self-declaration on notarized stamp paper of Rs.500/- shall be uploaded.
	iii) Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification. iv) Black-Listed due to non-performance in execution of works by any Public Electrical Utility/Govt. utility as on date of bid submission. v) Defaulted/short closed due to non-performance in execution of works against the order placed any Public Electrical Utility/Govt. utility	

Sl. No	Qualifying Requirements	Documents to be uploaded
	as on date of bid submission.	
8	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.	Registration certificate issued by the competent authority shall be uploaded.
9	A certificate for having read the clauses is required to be submitted/uploaded by the tenderer separately in the following format: *"I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered".* (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)	Scanned copy of Self-declaration on notarized stamp paper of Rs.500/- shall be uploaded.

Note: All the declarations can be done on a single Rs.500/- notarized stamp paper.

5.0 No Deviation whatsoever, in the following conditions of the bidding documents is permitted.

i. Validity of offer.
ii. Stipulated Delivery Schedule.
iii. EMD.
iv. Payment terms.
v. Price Basis.
vi. Guarantee.
vii. Change in offered quantity vis-à-vis the tendered quantity.
viii. Security Deposit.
ix. Penalty for delay.

Bidders are advised that while making bid proposals and quoting prices these conditions may appropriately be taken into consideration. Bids with deviations on the above are liable to be disqualified.

6.0 Two Tender Document System:

Tender should be in two parts namely Part-I: Techno Commercial Bid containing full technical particulars and commercial terms and conditions. Part-II: Price Bid containing prices.

a. Part-I : TECHNICAL BID:

The Technical Documents shall be uploaded in KPP portal as per supra clause 4 of ITB.

b. Part II: PRICE PROPOSALS:

The Bidder shall furnish **Unit computed FORD price inclusive of all applicable taxes and duties** on the KPP portal in the option of **''item wise bid commercial offer''** and also furnish the break up of prices in **"Edit Break up of price quoted" option**. The break up of prices should contain $_{tax}$ structure as applicable GST, F&I and etc., on KPP portal.

7.0 COST OF BIDDING

The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other presentations etc, and **BESCOM** will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

8.0 CONTENTS OF BIDDING DOCUMENT

The Bidding Document is a compilation of the following Sections:

Section-I	**IFB**-Invitation For Bids
Section-II	**ITB**-Instructions To Bidders
Section-III	**GCC**-General Terms and Conditions of Contract
Section-IV	**SCC-** Special Conditions of Contract
Section- V	Schedule of Requirements
Section- VI	**TS**-Technical Specifications
Section- VII	Performance Security format
Section- VIII	EMD Declaration
Section- IX	Techno-Commercial sheets

9.0 UNDERSTANDING OF BID DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

10.0 CLARIFICATIONS ON BID DOCUMENTS

If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to BESCOM. The BESCOM, then, will issue interpretation(s) and clarification(s) as he may think fit in writing. After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bidding Document may notify BESCOM in writing. BESCOM will respond in writing /upload in the website/issue corrigendum in the website/issue instructions in the website to any request for such clarification of the Bidding Document which it receives not later than seven (7) days prior to the deadline for submission of bids prescribed by BESCOM.

Verbal clarification and information given by BESCOM or his employee(s) or his representative(s) shall not in any way be binding on BESCOM.

11.0 AMENDMENT TO BIDDING DOCUMENT

a. At any time prior to the deadline for submission of bids, BESCOM may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment(s).
b. The amendment will be notified in KPP portal. BESCOM will bear no responsibility or liability arising out of non-acknowledgment of the same by all the prospective Bidders before submitting the Bid.

c. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, BESCOM may, at its discretion, extend the deadline for the submission of bids as deemed fit.

d. Such amendments, clarifications, etc, shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

C. PREPARATION OF BIDS

12.0 LANGUAGE OF BID

The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and BESCOM shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

13.0 DOCUMENTS COMPRISING THE BID

a. The Bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents as detailed above, indicating for the goods to be supplied and services to be rendered, a brief description of goods and services, quantity and prices and upload in the KPP portal.

b. The Bidder shall also upload documentary evidence in the e-procurement portal to establish that the Bidder meets the Qualification Requirements as detailed above and accompanying Special Conditions of Contract if any.

c. SSI Certificate shall be uploaded with the Techno commercial Bid if applicable.

14.0 Tender Processing Fee and Bid Security (Earnest Money Deposit):

14.1 Tender processing Fee means the non-refundable fee specified by the competent authority (e-Governance) to be paid by the individual Bidder for participation in tenders floated on the Karnataka Public Procurement portal.

14.2 As per BESCOM Order GM(Proc)/DGM(Proc)/BC-10/F-550/08-09/225 Dated : 05-03-2009, the Bidder shall pay an EMD of 1% of the Amount put to Tender.

14.3 The Bidders shall pay **EMD of Rs.18,81,000/-** through any of the four e-payment modes mentioned, in the KPP Portal. For payment of EMD through KPP Portal, please refer clause 15.0.

14.4 EMD amount indicated above is exempted for Micro and Small Enterprises registered with NSIC under a single point vendor registration scheme for manufacturing of Tendered material. Relevant document shall be uploaded. If the validity of the NSIC certificate uploaded is expired, then such expired certificate will not be considered for EMD exemption. The EMD exemption shall not be considered for the Bidder, whose NSIC certificate is issued for the material, other than Tendered material.

14.5 Earnest money deposited by unsuccessful Bidders will be returned after the tender has been finalized.

14.6 EMD of successful Bidder will be refunded after fulfilment of security deposit clause.

14.7 The deposit towards EMD as above shall not carry any interest.

14.8 **Permanent EMD will not be considered.**

14.9 EMD so deposited will be liable for forfeiture:

i. If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form;

ii. In case of a successful Bidder, if the Bidder fails to sign the Contract;

iii. In case of a successful Bidder, if the Bidder fails to furnish the Security Deposit/Performance Guarantee.

iv. If the bidder does not accept the arithmetical correction of its Bid Price.

v. If Micro and Small Enterprises Bidder's registered with NSIC desires to withdraw their bids within the bid validity period, then such Bidders shall be blacklisted.

15.0 <u>E-payment modes for Tender Processing Fee & Earnest Money Deposit.</u>

The supplier/contractor should pay the Earnest Money Deposit (EMD) & Tender Fee in the KPP portal using any of the following payment modes:

a) Credit Card
b) Direct Debit
c) National Electronic Fund Transfer (NEFT)
d) Over the Counter (OTC)

NOTE: - EMD payment at KPP portal is through bank gateway as indicated in the e-portal.

For further clarification, contact KPP portal.

E-procurement Help Desk: Phone No: +91-8046010000, +91-8068948777

E-mail: support@eprochelpdsk.com**.**

16.0 PERIOD OF VALIDITY OF BIDS

a. Bids shall remain valid for **180 Days** from the date of bid opening. A bid valid for a shorter period will be rejected as non-responsive.
b. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit provided shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

17.0 FORMATS OF COMMERCIAL OFFER:

The Commercial offers must not contradict the technical offer in any way.

18.0 PRICES:

The **Prices are FIRM basis throughout the period of** contract. Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any

account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected.

19.0 COST AND CURRENCY:

a. The Bidders shall quote their offer as prescribed in the **price bid** in Indian Rupees only including the following:

i. Cost of the equipment/material.

ii. Transportation and forwarding charges to the designated store.

iii. Insurance to cover equipment/material to cover up to installation/supply of equipment/material at the BESCOM site and handing it over to the BESCOM.

iv. All taxes, Duties and levies as applicable and split up details shall be uploaded.

v. Vendors have to make their own arrangements for obtaining road permits wherever needed.

20.0 TAXES AND DUTIES:

The Bidders have to quote GST, F&I Charges and any other applicable Taxes prevailing as on date of bid opening and the same shall be clearly spelt out in the offer. **If no mention is made regarding the same, then prices quoted will be evaluated as inclusive of all taxes**.

In the event of an order,

i. GST will be paid as indicated by the Bidder in the Price Bid.

ii. If there is any concession/reduction in the GST by the changes in the policies by the Central/State Government, the same shall be availed and passed on to BESCOM.

iii. If there is any enhancement in the statutory taxes like GST, due to change in policies by the Central/State Government then such enhanced taxes will be payable by BESCOM. Any new taxes will have to be borne by successful Bidder.

iv. No claim for any increase towards statutory variation regarding enhancement of existing tax, GST or duty or introduction of a new tax or duty shall be entertained during the extended period of

contract if the extension is required by causes attributable to the supplier.

D. SUBMISSION OF BIDS

21.0 FORMAT OF BID

a. The bids shall be uploaded through **KPP portal only** on or before the last date and time for submission of the bid. Bids not submitted through **e-procurement mode and non-furnishing of EMD declaration** will be **treated as disqualified.**

b. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

c. All the documents in support of qualifying requirements shall be scanned and uploaded in the KPP portal. **Failure to furnish the documentary evidences/supports electronically would result in outright rejection of their offers.**

22.0 DEADLINE FOR SUBMISSION OF BIDS

a. Bids must be **uploaded in the KPP portal on or before due date for bid submission.**

b. BESCOM may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of BESCOM and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

23.0 MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw its bid after the bid's submission prior to the deadline prescribed for submission of bids.

24.0 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids BESCOM may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

25.0 LATE BIDS

KPP portal automatically locks the tender after the last date and time of receipt of tenders as mentioned in the KPP portal.

E. BID OPENING AND EVALUATION

26.0 OPENING OF BIDS

BESCOM will open the technical bids submitted through KPP portal on the date notified.

27.0 TECHNICAL EVALUATION OF BIDS:

The bids submitted in e-procurement (KPP Portal) platform will be evaluated on the basis of techno-commercial information furnished by the Bidder. The bids which are submitted fulfilling the qualifying requirements of the tender will be treated as technically responsive and such firm's price bids will be opened after scrutiny of documents and verification of requisite EMD furnished by the Bidder.

28.0 PRELIMINARY EXAMINATION

The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished.

I. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lowest of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.

II. The Purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

III. Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or

reservations to critical provisions such as those concerning Performance Security. Warranty, Force Majeure, Limitation of liability, Applicable law, and GST, Taxes & Duties will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

IV. If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

29.0 OPENING OF PRICE BID:

The price bids of all the technically responsive Bidders will be opened. The date and time of opening of the price bid will be intimated to all qualified Bidders through KPP portal.

30.0 EVALUATION/COMPARISON OF PRICE BIDS

a. After opening the price bids, price evaluation will be done based on the rate quoted by the Bidders in the KPP portal. Such price shall include all the costs including duties, levies, taxes, and transportation, loading & unloading if any.
b. The Purchase order will be placed on the successful Bidder, whose total quoted cost evaluated as least quoted among the Technical Responsive bids at the approved rates in accordance with provisions of KTPP act & its amendments.

31.0 CONTACTING THE COMPANY

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by BESCOM to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, BESCOM and/or his employees/representatives on matters related to the bids under consideration. BESCOM, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

32.0 NEGOTIATIONS:

It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter into any price negotiations, except with the lowest quoting Bidder, whose offer is found to be fully technically compliant.

F. ISSUE OF PURCHASE ORDER

33.0 AWARD CRITERIA

Chief General Manager (Electy.,), Procurement, BESCOM, Bengaluru will place the Purchase Order on the successful Bidder whose bid has been determined to be substantially Techno-Commercially responsive and has been determined as the lowest evaluated bid in accordance with provisions of KTPP Act & its amendments at a approved rate, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. BESCOM shall be the sole judge in this regard.

34.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

BESCOM reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for BESCOM's action.

35.0 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

36.0 NOTIFICATION OF AWARD

Prior to the expiration of the period of bid validity and extended validity period, if any, BESCOM will notify the successful Bidder in writing by

registered letter or email, to be confirmed in writing by registered letter that its bid has been accepted.

37.0 EFFECT AND JURISDICTION FOR CONTRACT

The laws applicable to the contract shall be the law in force in India. The Courts of Bengaluru in Karnataka State shall have exclusive jurisdiction in all matters arising under the contract.

38.0 TERMINATION FOR DEFAULT:

BESCOM may without prejudice to any other remedy for breach of Contract by 14 days written notice of default sent to the Supplier, terminate the Contract in whole or in part.

a) If the Supplier fails to deliver any or all of the goods/ items within the time period(s) specified in the Contract or any extension thereof granted by BESCOM.

b) If the Supplier fails to perform any other obligation(s) under the Contract.

39.0 LOCATION OF SUPPLY:

This Tender is being floated by the Corporate Office, BESCOM, the Trucks being procured through this Tender shall be supplied by the successful Bidder at various locations of the BESCOM as per the Purchase Order/Dispatch Instruction.

For any technical support regarding KPP portal please contact e-procurement help desk.

Supports Timings: (9.00 AM to 6.00 PM)

Help Desk: +91-8046010000 +91-8068948777
support@eprochelpdesk.com

Sd/-

Chief General Manager (Electy.,), Procurement, BESCOM.